AERO REFUELLERS
CREDIT ACCOUNT APPLICATION FORM

To Be Completed by Applicants - Please complete all sections and read the Terms and Conditions of Trade attached.

Date: _____

CUSTOMER DETAILS

Customer Name: *(to appear on account)*			
Customer's Full / Legal / Trading Name:			
Billing Address:		State:	Postcode:
Physical Address:		State:	Postcode:
Phone:	Mobile:	Fax:	
Email:			
ACN:	ABN:		
1. Contact Name:	2. Contact Name:		
Position:	Position:		
Phone:	Phone:		

Requested Credit Limit: $	Business Commencement Date:
Anticipated Trading: Weekly ☐ Monthly ☐ Annual ☐	Estimated Value: $

DETAILS OF OWNER, PARTNERS, COMPANY DIRECTORS OR TRUSTEE/S

1. Full Name:			
Home Address:		State:	Postcode:
Contact No.:		Date of Birth:	
2. Full Name:			
Home Address:		State:	Postcode:
Contact No.:		Date of Birth:	

TRADE REFERENCES

1. Business Name:	
Address or A/C No.:	
Phone:	Fax:
2. Business Name:	
Address or A/C No.:	
Phone:	Fax:

HARD COPIES OF THIS DOCUMENT ARE CONSIDER UNCONTROLLED - PLEASE REFER TO KASNET FOR LATEST VERSION.

AIRCRAFT / CARD DETAILS

Type & Model of Aircraft:		
Aircraft Registration:		
Indicate how many Aero Refuellers Carnet Cards required:	AVGAS ☐	JET A1 ☐

TRADING TERMS

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE of Aero Refuellers, a division of K & S Freighters Pty Ltd, which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

CUSTOMER ACKNOWLEDGEMENT	
Name:	Position:
Signature:	Date:
WITNESS	
Name:	Position:
Signature:	Date:

OFFICE USE ONLY

Customer Number:	
Customer Name:	

APPROVAL			
Name	Position	Signature	Date

To access the Aero Refuellers Location & Contact Guide – Please click on the Aero Refuellers Website link below.

- www.aerorefuellers.com.au

AERO REFUELLERS

Aero Refuellers ABN 67 007 544 390
PO Box 3109, Albury NSW 2640
Ph (02) 6041 1599 - Fax (02) 6021 2909
Email: admin@aerorefuellers.com.au

PAY PLAN – DIRECT DEBIT REQUEST

Customer / Business Name:		
Address:	State:	Postcode:
Phone:	Email:	

To: Aero Refuellers

I / we request that money due in terms of the repayment arrangement contained in the Client Service Agreement made between ourselves on _____ be drawn under the Direct Debit System from
(Date)

my / our account on the 21st day of the month following the issue of invoices as follows –

CUSTOMER BANK ACCOUNT DETAILS

Bank:		
Branch:		
Bank Account Name:		
Bank BSB Number:	—	*(BSB Number must be 6 Digits – e.g.: 648 - 123)*
Account Number:		

NOTE: EITHER BANK STATEMENT HEADER OR BANK DEPOSIT SLIP MUST BE ATTACHED.

OR

Credit Card No.:	
Expiry Date:	CVV No.: (On back of Card)
Name on Card:	

Please Note: • Only Mastercard and Visa Credit Cards will be accepted.

*** **Important – The reference appearing on the customer's Bank Statement will be "K & S Freighters Pty Ltd".**

I / we acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from Aero refuellers.

CUSTOMER ACKNOWLEDGEMENT	
Name:	Position:
Signature:	Date:

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Aero Refuellers – Direct Debit - Pay Plan - Client Service Agreement

Our Commitment to You

Drawing Arrangements:

- Direct Debit payments will be drawn from your nominated account (Bank Account / Credit Card) on the 21st day of the month following the issue of invoices.
- If the due date being the 21st of the month falls on a weekend or public holiday, the funds will be drawn on the last business day prior.
- Only Mastercard and Visa Credit Cards will be accepted.
- We will not change the amount or frequency of drawings arrangements without your prior approval.
- We reserve the right to cancel the Aero Refuellers Direct Debit Pay Plan drawing arrangements if three or more drawings are returned unpaid by our nominated Financial Institution and to arrange with you an alternate payment method.
- We will keep all information pertaining to your nominated account at the Financial Institution private and confidential

Your Rights:

- You may terminate the Aero Refuellers Direct Debit Pay Plan drawing arrangements at any time by giving written notice directly to this office. Notice given should be received by us at least 14 business days prior to the due date.
- You may stop payment of a drawing under the Aero Refuellers Direct Debit Pay Plan by giving written notice directly to this office. Notice given should be received by us at least 14 business days prior to the due date.
- You may request change to the drawing amount of the Aero Refuellers Direct Debit Pay Plan drawings by contacting us and advising your requirements no less than 14 business days prior to the due date.
- Where you consider that a drawing has been initiated incorrectly [outside the Aero Refuellers Direct Debit Pay Plan arrangements] you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

Your Commitment to Us

Your Responsibilities:

- It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.
- It is your responsibility to advise us if the account nominated by you to receive the Aero Refuellers Direct Debit Pay Plan drawings is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if wish to cancel the Aero Refuellers Direct Debit Plan drawing.

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K&S Freighters Pty Ltd

TERMS & CONDITIONS OF TRADE

1. Definitions

1.1 "K&S" means Aero Refuellers a Division of K&S Freighters Pty Ltd ABN 67 007 544 390 and its related bodies corporate (within the meaning of section 50 of the Corporations Act 2001 (Cth)), and it's or their successors and assigns or any person acting on behalf of and with the authority of K&S Freighters Pty Ltd.

1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.

1.3 "Goods" means all Goods or Services supplied by K&S to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

1.4 "Price" means the Price payable for the Goods as agreed between K&S and the Client in accordance with clause 4 below.

2. Acceptance

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with K&S's agreement in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and K&S.

2.3 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, K&S reserves the right to vary the Price with alternative Goods as per clause 4.2. K&S also reserves the right to halt all Services until such time as K&S and the Client agree to such changes. If the Client does not agree to any variation to the Price or the supply of alternate Goods, the Client is under no obligation to continue to purchase Goods or Services from K&S.

3. Change in Control

3.1 The Client shall give K&S not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). This information is important to K&S as it may impact upon the Client's creditworthiness or the enforceability of any security taken out by K&S under clause 10 and 11 of these terms and conditions and the Client shall be liable for any loss incurred by K&S as a result of the Client's failure to comply with this clause.

4. Price and Payment

4.1 At K&S's sole discretion the Price shall be either:

a) as indicated on any invoice provided by K&S to the Client; or

b) the Price as at the date of delivery of the Goods according to K&S's current price list,

provided always that where the method of determining the Price is set out in any quotation provided by K&S and agreed to by the Client, K&S will apply that method when determining the Price.

4.2 K&S reserves the right to change the Price if a variation to K&S's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to K&S in the cost of taxes, levies, materials and labour) will be charged for on the basis of K&S's quotation and will be shown as variations on the invoice.

4.3 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by K&S, which may be:

a) before delivery of the Goods;

b) the date specified on any invoice or other form as being the date for payment; or

c) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by K&S.

4.4 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit, or by any other method as agreed to between the Client and K&S.

4.5 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to K&S an amount equal to any GST K&S must pay for any supply by K&S under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods

5.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that K&S (or K&S's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.

5.2 At K&S's sole discretion the cost of delivery is included in the Price. However, if K&S has provided to the Client pricing in a quotation accepted by the Client in respect of the delivery of Goods to a nominated delivery point(s) in which the Price is expressed to be inclusive of delivery costs, then K&S will not charge any delivery costs in addition to that Price.

5.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then K&S shall be entitled to charge a reasonable fee for redelivery and/or storage.

5.4 K&S may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.5 Any time or date given by K&S to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and K&S will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk

6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

6.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, K&S is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by K&S is sufficient evidence of K&S's rights to receive the insurance proceeds without the need for any person dealing with K&S to make further enquiries.

6.3 If the Client requests K&S to leave Goods outside K&S's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.

7. Accuracy of Measurements for Orders

7.1 In the event the Client gives information relating to measurements and quantities of the Goods required to complete the services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or K&S places an order based on these measurements and quantities. K&S accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.

8. Access

8.1 The Client shall ensure that K&S has clear and free access to the work site at all times to enable K&S safely to complete any Delivery of Goods. K&S shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of K&S.

9. Title

9.1 K&S and the Client agree that ownership of the Goods shall not pass until:

a) the Client has paid K&S all amounts owing to K&S; and

b) the Client has met all of its other obligations to K&S.

9.2 Receipt by K&S of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised in K&S's bank account.

9.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 9.1:

a) the Client is only a bailee of the Goods and must return the Goods to K&S on request.

b) the Client holds the benefit of the Client's insurance of the Goods on trust for K&S and must pay to K&S the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for K&S and must pay or deliver the proceeds to K&S on demand.

d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of K&S and must sell, dispose of or return the resulting product to K&S as it so directs.

e) the Client irrevocably authorises K&S to enter any premises where K&S believes the Goods are kept and recover possession of the Goods.

f) K&S may recover possession of any Goods in transit whether or not delivery has occurred.

g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of K&S.

h) K&S may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

10. Personal Property Securities Act 2009 ("PPSA")

10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by K&S to the Client.

10.3 The Client undertakes to:

a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which K&S may reasonably require to;

i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

ii) register any other document required to be registered by the PPSA; or

iii) correct a defect in a statement referred to in clause 10.3(a)(i) or

b) not register a financing change statement in respect of a security interest without the prior written consent of K&S;

c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of K&S;

d) immediately advise K&S of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

10.4 K&S and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

10.7 Unless otherwise agreed to in writing by K&S, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

10.8 The Client must unconditionally ratify any actions taken by K&S under clauses 10.3 to 10.5.

10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

11. Security and Charge

11.1 In consideration of K&S agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

11.2 The Client indemnifies K&S from and against all K&S's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising K&S's rights under this clause.

11.3 The Client irrevocably appoints K&S and each director of K&S as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.

12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

12.1 The Client must inspect the Goods on delivery and must within twenty-four (24) hours of delivery notify K&S in writing of any evident defect / damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow K&S to inspect the Goods.

12.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).

12.3 K&S acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, K&S makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. K&S's liability in respect of these warranties is limited to the fullest extent permitted by law.

12.5 If the Client is a consumer within the meaning of the CCA, K&S's liability is limited to the extent permitted by section 64A of Schedule 2.

12.6 If K&S is required to replace the Goods under this clause or the CCA, but is unable to do so, K&S may refund any money the Client has paid for the Goods.

12.7 If the Client is not a consumer within the meaning of the CCA, K&S's liability for any defect or damage in the Goods is:

a) limited to the value of any express warranty or warranty card provided to the Client by K&S at K&S's sole discretion;

b) limited to any warranty to which K&S is entitled, if K&S did not manufacture the Goods;

c) otherwise negated absolutely.

12.8 Subject to this clause 12, returns will only be accepted provided that:

a) the Client has complied with the provisions of clause 12.1; and

b) K&S has agreed that the Goods are defective; and

c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and

d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, K&S shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

a) the Client failing to properly maintain or store any Goods;

b) the Client using the Goods for any purpose other than that for which they were designed;

c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

d) the Client failing to follow any instructions or guidelines provided by K&S;

e) fair wear and tear, any accident, or act of God.

12.10 Notwithstanding anything contained in this clause if K&S is required by a law to accept a return then K&S will only accept a return on the conditions imposed by that law.

13. Default and Consequences of Default

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate being 2% above the rate charged by Westpac Banking Corporation on overdrafts of $100,000 daily and compounding monthly after as well as before any judgment.

13.2 If the Client owes K&S any money the Client shall indemnify K&S from and against all costs and disbursements incurred by K&S in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, K&S's collection agency costs, and bank dishonour fees).

13.3 Without prejudice to any other remedies K&S may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions K&S may suspend or terminate the supply of Goods to the Client. K&S will not be liable to the Client for any loss or damage the Client suffers because K&S has exercised its rights under this clause.

13.4 Without prejudice to K&S's other remedies at law K&S shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to K&S shall, whether or not due for payment, become immediately payable if:

a) any money payable to K&S becomes overdue, or in K&S's opinion the Client will be unable to make a payment when it falls due;

b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. Compliance with Laws

14.1 The Client and K&S shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods or any Services.

14.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Client to accept delivery of the Goods or any Services.

14.3 The Client agrees that the site for the making of any Delivery will comply with any occupational health and safety laws relating to building / construction sites and any other relevant safety standards or legislation.

15. Dispute Resolution (Aus)

15.1 If a dispute arises between the parties to this contract, then either party may send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:

a) referred to a single arbitrator to be nominated by the President of the Institute of arbitrators Australia; and

b) conducted in accordance with the Institute of arbitrators Australia Rules for the Conduct of Commercial arbitration.

16. Cancellation

16.1 K&S may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice K&S shall repay to the Client any money paid by the Client for the Goods. K&S shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any reasonable and direct loss incurred by K&S as a direct result of the cancellation.

17. Privacy Act 1988

17.1 The Client agrees for K&S to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by K&S.

17.2 The Client agrees that K&S may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

a) to assess an application by the Client; and/or

b) to notify other credit providers of a default by the Client; and/or

c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or

d) to assess the creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

17.3 The Client consents to K&S being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

17.4 The Client agrees that personal credit information provided may be used and retained by K&S for the following purposes (and for other purposes as shall be agreed between the Client and K&S or required by law from time to time):

a) the provision of Goods; and/or

b) the marketing of Goods by K&S, its agents or distributors; and/or

c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or

d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or

e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

17.5 K&S may give information about the Client to a credit reporting agency for the following purposes:

a) to obtain a consumer credit report about the Client;

b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

17.6 The information given to the credit reporting agency may include:

a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);

b) details concerning the Client's application for credit or commercial credit and the amount requested;

c) advice that K&S is a current credit provider to the Client;

d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;

e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;

f) information that, in the opinion of K&S, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);

g) advice that cheques drawn by the Client for one hundred dollars ($100) or more, have been dishonoured more than once;

h) that credit provided to the Client by K&S has been paid or otherwise discharged.

18. General

18.1 The failure by a party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of New South Wales and are subject to the jurisdiction of the courts of that state.

18.3 Subject to clause 12, neither party shall be under any liability whatsoever to the other party for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the other party arising out of a breach by the party of these terms and conditions.

18.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by K&S nor to withhold payment of any invoice because part of that invoice is in dispute.

18.5 K&S may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.6 The Client agrees that K&S may amend these terms and conditions at any time. If K&S makes a change to these terms and conditions, then that change will take effect fourteen (14) days after the date on which K&S notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for K&S to provide Goods to the Client. If the Client does not agree to any change to these terms and conditions, the Client may cease making further requests for Goods without liability.

18.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

18.8 Each party warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent, and that this agreement creates binding and valid legal obligations on it.

AERO REFUELLERS

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